

# Memorandum of Understanding WISP & the City of Fountain Valley

This Memorandum of Understanding is entered into by and between the following parties:  
City of Fountain Valley, hereinafter called "FV"  
and  
Relevant Ads dba WISP, hereinafter called "WISP"

## RECITALS

### Purpose

As a pilot program WISP will provide free public wireless internet access, hereinafter called "WIFI", to the vicinity immediately surrounding the Fountain Valley Sport Center, hereinafter called "FVSC".

### Obligation of WISP

WISP will install and operate WIFI at its own cost. WIFI will be installed within 10 business days after the execution of this agreement.

### Compensation

FV will compensate WISP at the rate of \$2,500 per annum plus \$2,500 setup and installation in the first year.

WISP will make available it's WIFI services to cover the entire FVSC area, which is expected to require 2 additional access point locations; for an additional \$2,000 per annum.

In lieu of financial compensation, both parties mutually agree that FV will provide WISP with credit towards event sponsorship at City of Fountain Valley events.

Either party can elect to switch to monetary compensation ("US Dollars") if done 90 days prior notice to the executed anniversary date of this MOU. Such an election will be made in writing.

### Term

This pilot program's MOU is valid for one year and can be renewed upon mutual agreement by both parties unless canceled based upon the following:

- WISP can cancel this agreement with 90 days prior notice.
- FV can elect to cancel this agreement at any time.

In the event of termination, WISP will remove its equipment at termination of services.

## Resources

FV will provide WISP rooftop access to the FVSC premises to place a tower and equipment required to perform WIFI services including a standard 120V electric power outlet.

WIFI customers will be shown a message prior to their internet connection, hereinafter called "captive portal screen". WISP will allow FV to provide promotional & communication messages to WIFI customers which will be shown. If compensation is made via US Dollars, FV will be given complete ownership of the captive portal screen.

FV can designate authorized users that will be provided access to WIFI that bypasses the captive portal screen.

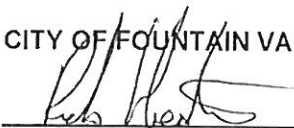
## Limitations

FV assumes no liability for losses or damage to equipment that WISP provides.

FV assumes no liability for the mis-usage of WIFI.

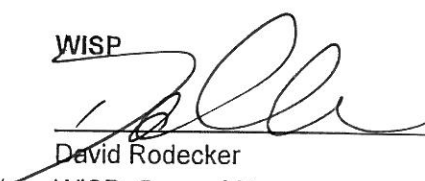
IT WITNESS WHEREOF, the parties hence caused this Memorandum of Understanding to be executed by each respective party:

CITY OF FOUNTAIN VALLEY

  
Rob Houston  
City of Fountain Valley, City Manager

Nov 27 / 17  
Execution Date

WISP

  
David Rodecker  
WISP, General Manager

11/28/2017  
Execution Date